

The IDAPA Rule states the following CSW **DUTIES AND RESPONSIBILITIES**:

- The CSW must complete the packet of information provided by the Fiscal Employer Agent and submit it to the agent prior to billing for any services.

This packet must include documentation of a Criminal History Check, including clearance in accordance with IDAPA 16.05.06, or documentation that this requirement has been waived.

- The CSW must have a completed employment agreement with the participant that specifically defines the type of support being purchased, the negotiated rate, and the frequency and duration of the support to be provided..
 - Current state licensure or certification is needed if identified support requires certification or licensure;
 - A statement of qualifications to provide services/supports as identified in the employment agreement
 - The CSW must track and document the time required to perform the identified supports and accurately report the time on the time sheet or invoice.
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2. Assisting Your Employer to Find Workers:

The Support Broker may be asked by their employer to help them find a CSW. This can involve helping the employer to learn and implement the skills necessary to recruit, hire and train a CSW. These are the steps that should be taken during this process:

- Review Chapter 2, regarding the Support Broker Employment Agreement. Make sure that you have defined the scope of the task with your employer and put that into writing in the Employment Agreement. Agree on the amount of hours that the employer will pay to have you help with the recruitment and hiring of the CSWs.
- Define the specific tasks. They might include assisting the employer to develop a job description, place an ad, and contact the local Job Service, interviewing and/or writing an Employment Agreement.

a. Define the Scope of the CSW Job:

- Identify exactly what your employer's needs are: what will the CSW do for the employer?
- Define the skills necessary for a CSW to have to meet those needs: Do they need training, education, licensing or certification in special areas?
- Identify any desired education, experience, specific physical abilities or personality traits necessary for the job. For example, if the job involves heavy lifting, specify how much and how often.

- Identify whether or not the CSW will need to have a vehicle.
- Decide whether a Criminal History Check is warranted for the particular position. (*Refer to Waiving the Criminal History Check, section 'e.'*)
- Assist your employer to write a draft of the employment agreement to serve as a guide.
 - Identify the frequency and duration of the service per day, week or month.
 - Help your employer decide on a pay range that is within their budget. Remember to add in additional employer expenses.
- Decide whether a criminal history check is necessary.

b. Write a Job Description:

- State the name of the job up-front. For example: “Driver” or “personal care attendant” or “home and yard light maintenance.”
- State specific duties, hours and days of week the service is needed. For example: “Driver needed to transport person with disabilities Monday – Friday to and from job site. Pick up at 9:00 am and 3:00 p.m. Two hours per day.” State where the job occurs if this is relevant. For example: “Employer lives in Garden City and job is also in Garden City.”
- State any necessary requirements. For example: “Must have driver’s license, insurance, reliable vehicle and telephone. Must be at least 21 years of age and be able to pass a criminal history check.”
- State pay. For example: “\$6.00 per hour plus gas.”
- Give contact name and phone number.

c. Finding Staff:

There are many methods that can be used to find a good CSW for your employer. The important point is to define the job specifics and requirements as well as how many hours of what type of support are needed PRIOR to advertising so that the ad will attract the right person for the right job.

- Your employer might already have someone in mind
- Your employer might have some ideas about where to find staff
- Ask your employer’s Circle of Support for ideas, help and referrals
- Advertise at the local Job Service (it’s free!)
- Advertise in the local newspaper
- Advertise on the Internet: See Appendix I for Examples

d. Negotiation of Duties and Wages:

Once your employer has located a person who wants to work as a CSW in a particular position, the next step is to complete the Employment Agreement. There may be some negotiation involved regarding the duties, hours and wages.

Remember to clarify these issues in the ad. Help your employer to fill in a draft of Employment Agreement. These documents can serve as guides.

Review 'Negotiation' in Module D, Section 3, of the Support Broker Training Curriculum. The end result of whatever negotiation takes place will be the Employment Agreement contract. [Appendix B has an example of rates for services that Medicaid uses. This can give you a starting point when doing negotiations.](#)

Navigating the Future!

It is a good idea to offer a starting wage below the authorized funding so that the employer can give a merit and/or longevity raise in the future!

future?

e. Waiving the Criminal History Background Check:

Your employer has the option to waive the Criminal History Background Check on a Community Support Worker. This means that your employer can choose to not have a CHC done on a particular worker. However, if your employer chooses this option, they have to submit a written statement explaining their choice. The statement is attached to the Employment Agreement template. The statement must explain how the individual's health and safety will be protected if they choose to waive the CHC. As a support broker, your employer might ask you to help them make a decision or write an explanation.

However, individuals listed on a state or federal provider exclusion list must not provide paid supports.

Here are some reasons that your employer should get a CHC done on a person before hiring them as a CSW:

- The CSW will be working in the home or directly with the participant when no one else is around.
- The participant keeps cash handy in the home.
- The participant is suggestible and has been taken advantage of by people in the past.
- The CSW is not well-known to the participant or their circle of support.
- The participant does not always tell the truth about other people.

Here are some reasons that your employer might want to waive a CHC:

- The CSW is employed for a short period of time to do a specific task and does not interact directly with the participant or in their home.
- The CSW will not be in direct contact with the participant without someone else also being present at all times.
- The CSW is well known to the participant and their circle of support and there are no concerns.

f. Establishing Contracts

Establishing contracts may be one of your responsibilities. Although Support Brokers will follow contracting guidelines that are established by the Idaho Department of Health and Welfare, there are important concepts that should govern how you work with CSW or Vendors to develop reliable contracts.

Writing-Smart.com outlines a few key contracting ideas.

g. Hiring:

Now that your employer has identified a CSW and completed the Employment Agreement, the new employee needs to submit their entire packet, including either the Criminal History Check or the Waiver of CHC, to the FEA. Once this is done and the FEA has indicated there are no problems with the hiring, the CSW can get to work!

3. Assisting Your Employer to Get the Most From Their Workers:

Review the “Guide to A Self-Directed Life” with your employer. The Guide has many good suggestions which will help your employer find and keep the right worker.

a. Teach The Individual To Be A Good Employer:

The Support Broker may be asked to assist their employer to supervise and monitor the Community Support workers. But a good employee has a good employer! How can you help your employer to be a good boss?

Employers vary enormously - the best will provide you with good training opportunities and will help you to fulfill your potential. The worst will wring you out and leave you with skills that are so out-of-date that you are unemployable.

What can the Support Broker do to help their employer become the best they can be?

The SB can help their employer to become more independent in this role. The SB can help the employer to:

- Develop a written list of rules and expectations of the employee.

- Re-iterate that the employment agreement is an “at will” contract. Explain what this means.
- Review the terms and conditions of the employment agreement.
- Up-date job requirements as needed.
- Set up a regular time to discuss issues and concerns between the CSW and the employer.
- Keep written records of these meetings.
- Establish review periods and decide what and how tasks will be reviewed. (Remind your employer to keep records of the reviews.)
- Make sure that regular documentation is kept of hours worked and what services were provided.
- Encourage consistency regarding expectations of the CSW.
- Actively discourage any abuse or exploitation of the CSW, intentional or accidental, by the employer. Help the employer to keep personal boundaries.
- Encourage pro-active problem-solving.
- Set up regular times and methods to reinforce positive work habits, attitude, and task completion.
- Identify training opportunities for the CSW that are free or to which the employer can contribute.
- **Set a good example! Encourage your employer by modeling positive and pro-active communication with the CSW.**

On the Web!

Find out more about being a good employer at:

http://www.mindtools.com/JobHunting/newJH_14.htm



b. Monitor Your Employer's Satisfaction:

You are expected to talk to your employer about their general satisfaction with their services on a regular basis. Build this into your routine visits. Handle problems immediately!

The IDAPA Rules state that the Support Broker will, “Submit documentation regarding the participant’s satisfaction with identified supports as requested by the Department.”

If the CSW is doing their job well, you and your employer should be able to document it. Use the Participant Experience Survey to record your employer's concerns and feelings.

A template of the survey is attached in Appendix G.

- **Save the results of the survey. You may be asked to provide the results to the Department Quality Assurance team.**
- **Assist your employer in reviewing the results with the CSW.**
- **The results of the survey can be used to discuss problems or concerns or to justify raises.**
- **Use the results and the discussion to modify the employment agreement or specific tasks or plans, as needed.**

Navigating the Future!

Review your employer's satisfaction with their CSW's work at least three times per year. We recommend calendaring the reviews every three or four months.

future?

As a Support Broker, your work will also be monitored. Your employer will be asked to participate in a satisfaction survey conducted by the Department. Problems or issues regarding your performance as a support broker will be addressed by the regional Quality Assurance team.

4. WHAT TO DO WHEN THINGS GO WRONG:

a. Worse-case scenarios (that have actually happened!)

- ❖ The worker gets arrested while providing services
- ❖ The worker doesn't show up.
- ❖ The worker drops the client off without making sure there is adequate supervision.
- ❖ The worker gets in a car wreck with the employer and does not report it.
- ❖ The worker does not report suspected abuse (by someone else)
- ❖ The worker quits unexpectedly
- ❖ The worker comes late without prior notice
- ❖ The worker takes their employer to an inappropriate setting without consent

- ❖ The worker is doing their own errands or tasks under the guise of providing therapy
- ❖ The worker wears inappropriate clothing or engages in inappropriate behaviors
- ❖ The worker comes to work intoxicated.
- ❖ The worker steals from the employer
- ❖ The worker has sexual contact with the employer
- ❖ Abuse or neglect occurs while under the worker's care
- ❖ The worker drives with the employer, without insurance

b. Preparing for the Worst:

Take preventative measures ahead of time:

Remember: for each identified risk, identify at least THREE BACK-UP PLANS. Use them as needed!

- Have a list of natural supports and phone numbers handy. Use natural supports if possible, to fill in for missing workers.
 - What! Your employer doesn't have any natural supports!? Make a goal to develop some.
- Talk possible crisis situations over AHEAD of time with your employer, their circle of support, and their workers. Prepare them to cope with emergencies. Role-play and identify hypothetical solutions.
- Have a list of community resources to tap, such as food banks, churches, senior centers, etc.
- Keep a file on substitute workers – People who have passed the Criminal History Check and who want part-time work.
- Ensure your employer has an accessible method to get hold of you or a natural support as needed.
- Network with other support brokers to share resources.
- Get in touch with the local Council on Developmental Disabilities Self-Advocates and get to know them. (Boise Number: 208-334-2178 for information.) They can provide helpful advice and resources.
- Maintain a working relationship with the regional Medicaid Care Manager and/or Quality Assurance staff. They can also help with resources.

So – You have a back-up plan, but things still go wrong.

c. Now what?

- **Is it an emergency? Is it life threatening? If yes, CALL 911. Do not wait to see if you can handle this yourself.**
- If the situation does not place your employer's health and safety in immediate danger, take the time to consult with your employer and their circle of support. Identify solutions together.
- Reoccurring crises may indicate a need to submit a Change of Plan. Reoccurring crises may indicate a need for an increase in specific services or a change in the category of service.

- **ABUSE, NEGLECT AND ABANDONMENT ISSUES MUST BE REPORTED IMMEDIATELY TO EITHER LAW ENFORCEMENT OR ADULT PROTECTION.**
 - Identify root causes and look for solutions.
 - Respond positively to a crisis situation.
 - Consider all pieces of the puzzle. Be creative in your solutions. Ask questions.
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5. FIRING STAFF:

You may have to help your employer fire a staff person. This can be a painful, embarrassing, difficult and thankless task.

REMEMBER:

1. DOCUMENT, DOCUMENT, DOCUMENT.

- a. Keep good records. Keep the Satisfaction Surveys. If there are on-going problems with minor issues such as lateness, inappropriate behaviors or language, record them. If your employer gives a verbal warning or asks you to do it for them, put it in writing too. Ask your employer or their guardian to sign and date it.

2. GET YOUR EMPLOYER OR THEIR GUARDIAN INVOLVED.

- a. Except in cases which present a threat to health or safety, your employer makes the final decision. If they are uncomfortable with an attitude or behavior displayed by their staff, talk about it with them. Help them to identify the issue. Encourage them to talk to the staff person about it. Ask them to get feedback from their circle of support. Some of the problem may be on the employer's side. Explore this with your employer.

3. ATTEMPT CORRECTION FIRST, IF POSSIBLE.

- a. If the issue is an on-going minor annoyance, which is not immediately threatening to safety or health, attempt a plan of correction first. Encourage your employer to identify what action might resolve the problem and discuss it with the CSW.
- b. Set a specific, measurable and objective benchmark: "Within the next month, you will never be more than 10 minutes late to work. You will always call ahead of time if you are going to be late."
- c. Write down the plan of correction and have everyone sign it.

4. BE DIRECT, NOT CONFRONTATIONAL

- a. Stay calm. If you feel you are getting angry or defensive, stop the discussion.
- b. Assist your employer to stay calm. Be a good role model. End the conversation if your employer gets emotionally upset.
- c. Stay objective. You are facilitating and assisting.
- d. If your employer wants help in making a decision, remain objective. Explore the “what ifs.”

5. PUT IT IN WRITING.

- a. If your employer decides that a worker needs to be let go, help them to put it in writing. It can be very simple and the employer does not need to give a reason if they do not want to. Date and have your employer sign the memo.

6. HAVE A BACK-UP PLAN READY.

- a. Make sure you have a back up plan. When people are fired, they are done! They do not come back to work the next day or week, or whatever!

7. DON'T ARGUE ABOUT IT.

8. DOCUMENT AGAIN.

6. REPORTING ABUSE, NEGLECT AND/OR ABANDONMENT:

Please read the following:

a. Idaho Statutes

TITLE 39
HEALTH AND SAFETY
CHAPTER 53
ADULT ABUSE, NEGLECT AND EXPLOITATION ACT
39-5303. DUTY TO REPORT CASES OF ABUSE, NEGLECT OR
EXPLOITATION OF
VULNERABLE ADULTS:

(1) Any physician, nurse, employee of a public or private health facility, or a state licensed or certified residential facility serving vulnerable adults, medical examiner, dentist, ombudsman for the elderly, osteopath, optometrist, chiropractor, podiatrist, social worker, police officer, pharmacist, physical therapist, or **home care worker** who has reasonable cause to believe that a vulnerable adult is being or has been abused, neglected or exploited shall immediately report such information to the commission. Provided however, that nursing facilities defined in section 39-1301(b), Idaho Code, and employees of such facilities shall make reports required under this chapter to the department. When there is reasonable cause to believe that abuse or sexual assault has resulted in death or serious physical injury jeopardizing the life, health or safety

of a vulnerable adult, any person required to report under this section shall also report such information within four (4) hours to the appropriate law enforcement agency.

(2) Failure to report as provided under this section is a misdemeanor subject to punishment as provided in section 18-113, Idaho Code. ...

Any action taken by the department pursuant to this subsection shall be appealable as provided in chapter 52, title 67, Idaho Code.

(3) Any person, including any officer or employee of a financial institution, who has reasonable cause to believe that a vulnerable adult is being abused, neglected or exploited may report such information to the commission or its contractors.

(4) The commission and its contractors shall make training available to officers and employees of financial institutions in identifying and reporting instances of abuse, neglect or exploitation involving vulnerable adults.

(5) Any person who makes any report pursuant to this chapter, or who testifies in any administrative or judicial proceeding arising from such report, or who is authorized to provide supportive or emergency services pursuant to the provisions of this chapter, shall be immune from any civil or criminal liability on account of such report, testimony or services provided in good faith, except that such immunity shall not extend to perjury, reports made in bad faith or with malicious purpose nor, in the case of provision of services, in the presence of gross negligence under the existing circumstances.

(6) Any person who makes a report or allegation in bad faith, with malice or knowing it to be false, shall be liable to the party against whom the report was made for the amount of actual damages sustained or statutory damages in the amount of five hundred dollars (\$500), whichever is greater, plus attorney's fees and costs of suit. If the court finds that the defendant acted with malice or oppression, the court may award treble actual damages or treble statutory damages, whichever is greater.

IMPORTANT INFORMATION:

b. ADULT PROTECTION: by the Idaho Coalition on Aging:

Incidences of abuse, neglect and exploitation perpetrated against our elderly and most vulnerable citizens, including those with physical or cognitive disabilities, are increasing at an alarming rate.

National statistics indicate that 5% of adults --one out of every 20-- are victims of abuse but only one case in 14 (7%) will ever be reported. Over 2.5 million cases are reported each year, but it is possible that 36 million cases occur annually in the U.S. but go unreported.

Adult abuse cuts across all demographic boundaries. There are no definitive profiles of victims or abusers. Anyone can become a victim of abuse, whatever

their relative age, gender, physical or mental health and functioning, financial status, and educational, religious, cultural or ethnic background. The "typical" victim, however, is likely to be female, elderly, severely impaired, and socially isolated, all of which characteristics are high risk factors.

Abuse takes various forms which are classified in three categories, defined below. The percent of Idaho's reported cases which fall into each category appears in parentheses:

- ❖ Abuse (29%) may result in scratches, cuts, bruises, burns, broken bones, confinement, bedsores, sexual battery or rape, intimidation or other verbal or emotional abuse.
- ❖ Neglect (15%), including self neglect (37%) may result in starvation or severe malnutrition, dehydration, over- or under-medication, a dangerously unsanitary living environment, gross inattention to personal hygiene, or the absence of heat, running water, electricity, or medical care.
- ❖ Exploitation (19%) involves the misuse of a vulnerable adult's financial resources or tangible property. Such exploitation often involves taking the victim's Social Security or Supplementary Security Income (SSI) checks, abusing a joint checking account, or taking actual property such as a house or other valuable assets (examples: a car, jewelry, a coin collection, antiques, etc.)

I. Warning Signs that a Vulnerable Adult May be a Victim of Abuse, Neglect or Exploitation:

These "warning signs" should not be interpreted as "proof" that abuse, neglect or exploitation is occurring. But they should serve as indicators that a problem may exist and a report should be made to law enforcement or to the local Adult Protection service CSW or Vendor.

II. Physical Indications:

- ❖ An injury that has not received medical attention or that has not been properly cared for;
- ❖ An injury that is inconsistent with the vulnerable adult's or caregiver's explanation for its cause;
- ❖ A vulnerable adult's indicating pain or discomfort at being touched;
- ❖ Cuts, burns, puncture wounds, scratches, bruises, welts anywhere on the body of a vulnerable adult;
- ❖ An appearance of dehydration or malnutrition in someone not known to have any illness which would cause these conditions;
- ❖ A sallow complexion or otherwise abnormal skin coloration;
- ❖ Dark circles around eyes, sunken eyes or cheeks;

- ❖ Misuse of medication or inappropriate administration of medication by a caregiver;
- ❖ Soiled clothing or bed linens;
- ❖ "Doctor shopping," i.e., frequent use of hospital emergency rooms or *different* doctors and other health care CSW or Vendors;
- ❖ Chronic lack of necessities such as food, running water, heat or electricity;
- ❖ Chronic lack of personal items such as a comb, soap, clean clothes, etc.;
- ❖ Imposed isolation, i.e., the vulnerable adult is discouraged or prevented by a caregiver or other family member from attending community events, church, the senior center, or from seeing friends and neighbors.

III. Behavioral Indications:

- ❖ Fear;
- ❖ Anxiety, agitation;
- ❖ Anger;
- ❖ (Self-imposed) isolation, withdrawal;
- ❖ Depression;
- ❖ Non-responsiveness, resignation, ambivalence;
- ❖ Excuses or implausible explanations, contradictory statements;
- ❖ Reluctance or hesitation to discuss certain subjects or to talk about a caregiver, family member or other person on which the vulnerable adult is dependent;
- ❖ Confusion, disorientation.

IV. Suspect Caregiver Behavior: The caregiver:

- ❖ Prevents the vulnerable adult from speaking to or seeing visitors;
- ❖ Displays anger, indifference, aggression or sexually suggestive behavior towards a vulnerable adult;
- ❖ Has a history of substance abuse, sexual predation, mental illness, criminal behavior or family violence;
- ❖ Presents a totally "cold" demeanor, i.e., shows no affection, or is openly disrespectful of a vulnerable adult;
- ❖ Flirts or uses sexual innuendo to communicate with a vulnerable adult;
- ❖ Makes conflicting statements or offers implausible explanations regarding a vulnerable adult's injuries or condition;
- ❖ Describes the vulnerable adult as a burden or nuisance.

V. Indications of Exploitation:

- ❖ Frequent expensive gifts to the caregiver from the vulnerable adult;
- ❖ The vulnerable adult's personal papers, credit cards, checks or savings account book are missing;

- ❖ The caregiver's name has recently been added to a bank account, deed or title to property belonging to a vulnerable adult;
- ❖ The vulnerable adult has numerous unpaid bills;
- ❖ There is a new or recently revised will but the vulnerable adult is physically or cognitively incapable of writing or revising such a document;
- ❖ A vulnerable adult has no concept of how much monthly income he/she receives;
- ❖ The vulnerable adult's signature appears on a loan application;
- ❖ There are frequent checks for "cash" drawn on a vulnerable adult's account (or frequent ATM withdrawals);
- ❖ There are irregularities on a vulnerable adult's tax return;
- ❖ The caregiver refuses to allow the vulnerable adult to spend his/her own money;
- ❖ Signatures on checks or other documents which are allegedly those of the vulnerable adult do not resemble that individual's known signature or are otherwise "suspicious" in appearance.

The Idaho Commission on Aging coordinates Idaho's Adult Protection Services. The services are available throughout the state through six regional [area agencies on aging](#), each of which maintains a 1-800 telephone line. Law enforcement is also available 24 hours a day to take reports of suspected adult abuse, neglect or exploitation from concerned citizens anywhere in the state.

VI. Regional Phone Numbers:

Idaho Commission on Aging Regional Contacts

Area I - North Idaho

Aging and Adult Services

Pearl Bouchard, Director,

pbouchard@agingadultsvcs.org

North Idaho College

1221 Ironwood Drive, Suite 102

Coeur d'Alene, ID 83814

(208) 667-3179, or 1-800-786-5536

Fax: (208) 667-5938

Mary Jacobsen, Community Services Manager

[mjacobson@agingadultsvcs.org](mailto:mjacobsen@agingadultsvcs.org)

(208) 667-3179

1-800-786-5536

**Area II – North Central Idaho
Community Action Partnership**

Jenny Zorens, Director

j.zorens@acomunityactionpartnership.org

124 New 6th Street
Lewiston, ID 83501
(208) 743-5580, or 1-800-877-3206
Fax: (208) 746-5456

Dawn Wortman - AP Supervisor

d.wortman@acomunityactionpartnership.org

(208) 743-5580 x 212
1-800-877-3206

**Area III – Southwestern Idaho
Sage Community Resources SW Idaho Area Agency on Aging**

Lori Brelia, Acting Director

lbrelia@sageidaho.com

125 E. 50th St.
Garden City, ID 83714
(208) 322-7033
Fax: (208) 322-3569

Gloria Keathley - AP Supervisor

gkeathley@sageidaho.com

(208) 322-7033
1-800-859-0324

**Area IV - South Central Idaho
College of Southern Idaho Office on Aging**

Jim Fields, Director

jfields@velocitus.net

998 N. Washington
PO Box 1238
Twin Falls, ID 83303-1238
(208) 736-2122, or 1-800-574-8656
Fax: (208) 736-2126
Adult Protection Emergency Number: (208) 732-6605

Mini-Cassia Office

2311 Parks Avenue #5
Burley, ID 83318
(208) 677-4872

Nancy Killinger - AP Supervisor

nkillinger@velocitus.net

(208) 736-2122

1-800-574-8656

Area IV Emergency Number:

(208) 732-6605

Weekdays after 4:30pm, Weekends and Holidays

Area V - Southeast Idaho

Southeast Idaho Council of Governments

Sister Anthony Marie Greving, Director

sister@sicog.org

P.O. Box 6079

Pocatello, ID 83205-6079

(208) 233-4032, or 1-800-526-8129

Fax: (208) 233-4841

Susan Cronquist - AP Supervisor

susan@sicog.org

(208) 233-4032

1-800-526-8129

Area VI - Eastern Idaho

Eastern Idaho Community Action Partnership

Cherry Aschenbrenner, Director

caschenbrenn@eicap.org

P.O. Box 51098

357 Constitution Way

Idaho Falls, ID 83405

(208) 522-5391, or 1-800-632-4813

Fax: (208) 522-5453

Kit Allen - AP Supervisor

kallen@eicap.org

(208) 522-5391

1-800-632-4813

CHAPTER SIX: CONTINUING DUTIES



WOW! You've done it!

- ❖ You are a Qualified Support Broker.
- ❖ You have an employer and an employee agreement.
- ❖ You have assisted your employer to develop their Circle of Support and to write an Individualized Support and Spending Plan.
- ❖ The Plan has been authorized by the Department and the FEA.
- ❖ Community Support Workers have been hired.
- ❖ Your employer is receiving regular services that are consistent with their plan and budget and is satisfied with the services!

What do you need to do now?

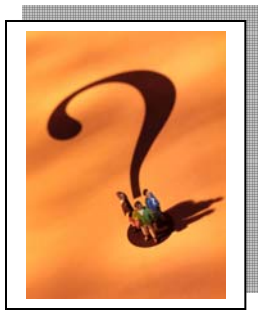
1. MAINTAIN REGULAR CONTACT:

Make sure your employer can easily contact you in case of emergency. Have a back-up plan in case you are unavailable.

The Bureau of Behavioral Health employs Quality Assurance/Quality Improvement Specialists. These people may ask you to provide them with proof that you are doing your job.

a. Documentation

- Document contacts on other services provided to assist employer to self-direct.
- Document in writing all of your contacts with your employer by phone, mail, email or in person.
- Note in your document what took place during the contact, how long it lasted and if there were any issues of concern.
- Document in writing all your contacts with your employer's Circle of Supports.
- Document in writing all meetings with Community Support Workers.
- Document in writing any complaints about anything!



Q: When is a Plan change necessary?

A: Any shift in money from one category to another requires a Plan Change. Adding a new service, task or good or deletion of a service which has a safety plan attached to it, requires a Plan Change.

2. SUBMIT PLAN CHANGES AS NEEDED:

A Plan Changes is submitted to the RMS Care Manager.

A. What Happens When A Plan Change Is Submitted:

1. RMS receives Plan Change.
2. RMS will review Plan Change within five (5) business days of its receipt.
3. RMS reviews Plan Change to determine whether the support, good and/or service meets the criteria for allowable expenses and falls within the individualized budget.
4. RMS reviews Plan Change to ensure that risk factors are adequately identified and safety plans are provided for risks.
5. A Budget Authorization Sheet must be submitted listing the new service, task or good.
6. If approved, RMS will send a copy of approved Plan Change to individual and SB.
7. RMS will send a copy of Budget Summary Sheet relevant to the Plan Change to the FEA.
8. If it is not possible to approve a Plan Change as submitted, RMS will send a letter to the individual and their SB with recommendations for change. The letter will identify reasons why the Plan Change cannot be approved and instructions for re-submitting if modifications are made, and

9. Instructions to request a Reconsideration of Decision should the individual decide they do not want to modify and re-submit the Plan Change.
 10. The individual has twenty-eight (28) days to request a Reconsideration of Denial.
 11. If an individual files a Notice of Reconsideration, the Division of Medicaid has fifteen (15) days to review and decide the matter. The Division of Medicaid then sends a Notice of a Reconsideration of Decision for Services letter to the individual, with a cc of the letter to the SB and RMS.
 12. If the Division of Medicaid overturns a regional decision to deny a Plan Change, RMS completes the following within three (3) business days:
 - Sends the individual and SB a copy of the approved Plan Change.
 - RMS will send a copy of Budget Summary Sheet relevant to the Plan Change to the FEA.
 - RMS prior authorizes the budget associated with the approved Plan Change (if applicable).
 13. If the Division of Medicaid upholds a regional decision to deny a Plan Change, the Division of Medicaid sends a letter of denial to the individual and their SB. A copy of the denial letter is sent to RMS.
 14. If the individual does not appeal the denial within twenty-eight (28) days, the Plan Change will be filed as denied.
 15. If the individual does appeal within twenty-eight (28) days, the Rules Governing Case Proceedings and Declaratory Rulings (IDAPA 16.05.03) will be followed.
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3. BUDGET OVERSIGHT:

One of your job duties is to assist your employer to monitor and review their Self Direction budget. Your employer can lose their right to participate in Self Direction if they cannot stay within their budget!

Your employer will get a monthly statement from the FEA. The statement will include an account of what they have spent each month and how much money is left in the budget. The statement will include specific amounts for each bill that has been paid on their behalf.

The employment and vendor agreements state the details of how much money can be spent on each specific support and service. The FEA will match the bills they pay to those agreements. If they don't match, the bills might not get paid. If the bill is over the authorized amount, the bill will not get paid. If the amount of money for a specific service has been exhausted, the bill will not get paid.

You need to review each monthly statement with your employer and match it to the amount that has been budgeted for each specific support and service, per month. It is your job to help your employer resolve any difficulties.

Find a good way to visually show your employer how much money they are spending and how much they have left each month. There are many types of budgeting tools on the market. Some people like to use the computer and others are more comfortable with pencil and paper. Use what works best for your employer.

4. MONITORING EMPLOYER SATISFACTION:

The Department may ask you to submit documentation regarding your employer's satisfaction with their services. Use the Participant Satisfaction Survey (Appendix G).

It is recommended that you meet with your employer at least quarterly to review their satisfaction with services.

In addition, keep a record of ALL your meetings and phone calls with your employer and their circle of support. Your record should include the following information:

- Date
- Who participated
- Purpose or reason
- Brief summary of discussion
- Outcome
- Time spent
- Your signature

5. ANNUAL RE-DETERMINATION:

Your employer will be evaluated annual to make sure they still meet criteria for Waiver services. You need to assist them in this process.

Approximately 120 days before the end of their annual plan, your employer will get a letter from the Idaho Center for Disabilities Evaluation. (ICDE) The letter

will tell your employer what they need to do to continue their Medicaid Adult DD services for another year.

Your employer will need to schedule an appointment with the IAP to review the past year and update their medical and social histories. They may need to go through a new evaluation of their functional abilities. The evaluation tool that is used for this purpose is called the Scales of Independent Behavior – Revised, or the SIB-R. The SIB-R is used to determine if a participant meets Waiver level of care criteria, according to IDAPA Rule.

Your employer may find out that they are no longer eligible for DD Waiver services. If this happens, they will no longer be eligible for the Self-Direction program. They can appeal this decision and maintain their current level of services while going through the appeal process. However, you still need to help them prepare to transition out of the level of services they are getting.

If your employer remains eligible for DD Waiver services, they may choose to return to the traditional path. They may want to get residential habilitation or community supported employment through an agency. They may want to have an agency hire and train their workers. If they and their circle of support want to choose this option, they may choose a Plan Developer to work with them instead of a Support Broker. Please review the next chapter, **“TRANSITIONS”**.

If your employer wants to stay in the Self-Direction program, they will continue to need a support broker. And, they will need to develop a new Support and Spending Plan for the next year. The IAP will give them their new annual budget and the Plan will need to be within the budget.

6. YOUR EMPLOYER’S RESPONSIBILITIES:

Another job duty that you have is to assist your employer to meet his responsibilities as a self-directed participant. These duties are clearly outlined in both the Guide and the IDAPA Rules. To summarize, the participant agrees to the following:

- Accept the guiding principles of self-direction;
 - Participate in person-centered planning;
 - Negotiate payment rates for paid community supports and services;
 - Complete agreements for the FEA, the SB and CSW services; submit those agreements to the FEA on Department-approved forms;
 - Ensure that employment agreements contain sufficient detail for the type of support/service that is being purchased;
 - Develop a comprehensive support and spending plan;
 - Review and verify time sheets and bills;
 - Participate in the quality assurance process.
-

7. YOUR EMPLOYER'S HEALTH AND SAFETY

By becoming a support broker you are also agreeing to assist your employer to protect their health and safety. You do this by identifying risk factors, developing safety plans and backup plans and mitigating risks whenever possible. You are also responsible to communicate to the appropriate authorities if you believe your employer's health or safety is being threatened.

This responsibility includes reporting if your employer is threatening their own health or safety in any way. They may be refusing to take medication or living in an unsafe environment. They may have given all their food to a friend and have no money left to buy more. They may be acting disoriented or confused and refusing to go to the doctor. In a non-life threatening situation, you can call on a guardian or other natural support or contact a Department staff member. In a life-threatening situation, you should immediately contact emergency services or law enforcement.

8. CRITICAL INCIDENTS AND ACCIDENTS:

A critical incident is a serious situation which results in immediate threat to your employer's health, safety or well being. A critical incident needs to be reported to the circle of support and the regional care manager as soon as possible.

Critical incidents include the following: death, attempted suicide, substantiated abuse and neglect, unusual restraint, fiscal fraud, break-in and burglary, over-dose of medication and similar events.

An accident is a mishap or mistake which did not occur as a result of any purpose or intent. If an accident occurs which has physical, emotional or legal ramifications for your employer, it must be reported to their guardian. If your employer is their own guardian, you need to talk with them to determine whether family members need to be notified.

You need to develop (or borrow) a form to record critical incidents or accidents. You use this form to provide documentation and record any incidences or accidents which result in:

- Bruises, lacerations, cuts or abrasions on your employer;
 - Psychological or emotional upset to your employer;
 - Involvement with legal authorities;
 - Unusual or extreme changes in habits, appearance or state of mind in your employer.
 - Anything else you think should be documented under this heading.
-

9. MAINTAIN THE CIRCLE OF SUPPORT:

An on-going part of your job is to maintain and develop your employer's circle of support. Make sure everyone in the circle has some "job" to do, even if only a regular phone call. People want to feel useful and have a purpose. Give each person your phone number and make sure you have theirs.

Schedule regular contact times to up-date family members, friends, community members, advocates and others who form the natural support system. Talk to your employer about the best ways to do this. Your employer may want to have regular meetings, phone calls or email or choose a more informal method of continuing contact. You can use events such as holidays and other celebrations to get together.

Look for opportunities to expand the circle. Are there people in the community who appear interested or ask questions about your employer or self-direction? Does your employer regularly attend any community activities? If not, try to find some that they would like to attend. There are many low-cost and free activities everywhere. Call local churches, community centers, non-profits, libraries and adult education centers. All of these facilities offer possibilities to meet and develop natural supports.

As you will need to meet with the circle of support at least several times per year, to work on the Support and Spending Plan, this serves as a good focus point. Keep them up to date on budget information. Let them know if services or needs change. Talk about the future: Will your employer be seeking vocational rehabilitation services? Let the natural supports know he might want to try some volunteer work.

10. REPORT COMPLAINTS:

You or your employer can report complaints about the Department of Health and Welfare services your employer receives. Complaints may relate to any issue related to the Department, including financial, legal or medical concerns. Complaints can also be made against specific providers who receive Department funding for their services. Make a complaint by phoning any regional Medicaid Services office and requesting to speak to a Behavioral Health Care Manager or Quality Assurance Specialist. Be prepared to give specific information including the following:

- Name and address of the person submitting the complaint
 - Customer of concern information
 - The nature of the complaint
 - The services about which the complaint is being made
-

CHAPTER SEVEN: TRANSITIONS



1. TRANSITIONING OUT OF THE SELF-DIRECTED COMMUNITY SUPPORTS OPTION

a. VOLUNTARY TRANSITION: A RETURN TO TRADITIONAL WAIVER PROGRAM:

An individual can return to traditional DD Waiver services by contacting the RMS care manager and stating they want to discontinue their participation in the Self-Directed Community Supports option.

If your employer wants to return to the traditional Waiver path-way, the regional care manager will complete intake and presumptive eligibility.

Your employer will need to designate a Plan Developer, either paid or unpaid, to assist them with the planning process. The Plan Developer will help the person complete a 120 day transition plan, using the standard Individual Supports Plan.

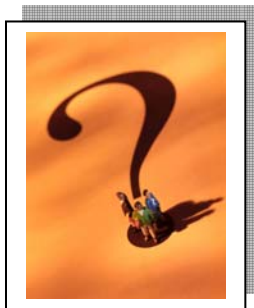
The care manager will complete the following processes based on the needs of the individual:

- Prior authorize community crisis supports to provide for any immediate crisis. The Crisis Resolution Plan must identify ways to prevent ongoing crisis.
- Approve the 120 day transition plan. The ISP signature page and the ISP Supports and Services Authorization costing page must be completed and submitted prior to RMS approving a transition plan for implementation.
- Prior authorize services identified on the costing page. Services identified on the plan will be prior authorized from the date the 120 transition plan was approved once the Medical Care Evaluation (MCE), the Health and Well-being form and the ISP have been submitted to RMS.
- The care manager will contact the Independent Assessor to notify them to begin the formal eligibility process.
- The care manager will send a letter to the individual notifying them that their 120 day plan has been approved.

The IAP will follow their usual process:

- The IAP verifies individual's DD and waiver eligibility using the traditional business model for Annual Re-Determination of Program Eligibility.
- If individual is determined DD and waiver eligible, letter(s) approving eligibility are sent to individual.
- Once eligibility has been determined, the process for obtaining traditional services after the 120 day transition plan has expired will occur according to the existing business model.

b. INVOLUNTARY TRANSITION FROM THE SELF-DIRECTED COMMUNITY SUPPORTS OPTION:



Q: What qualifies as a crisis transition?

A: Crisis transitions happen when an event of or process occurs which jeopardizes the individual's health or safety.

The Department may choose to remove a person from SDCS option if one or more of the following requirements events occur:

- Required Supports: The participant is NOT willing to work with the support broker and a fiscal employment agent;
- Support and Spending Plan: The participant's support and spending plan is Not being followed;
- Risk and Safety Back-up Plans: Back-up plans to monitor health and safety are NOT being followed;
- Health and Safety Choices: The participant's choices directly endanger his health, welfare, safety or endanger or harm others.

No Immediate Jeopardy to Health and Safety:

If there is no immediate jeopardy to the health or safety of the individual, the Department will send a letter by certified mail to the individual notifying him or her of the concerns. The letter will state that the individual will be removed from the SD option unless certain identified health and/or safety concerns are remedied. The letter will list the specific concerns and the date by which a plan of correction

needs to be submitted. The letter will allow the individual ten (10) business days to submit a plan of correction.

After receiving the letter, the individual can pursue one of the two following options:

- Option 1: Individual submits Plan of correction to RMS within ten days, or
- Option 2: Individual does not submit Plan of Correction to RMS within ten days.

Option 1: Individual submits a plan of correction

Regional Medicaid Services reviews plan to determine whether health and/or safety concerns have been remedied. Regional Medicaid Services can either approve or deny Plan of Correction:

Approve Plan of Correction

1. Regional Medicaid Services sends letter to individual and Support Broker notifying them that plan of correction has been approved.
2. Regional Medicaid Services monitors implementation of plan of correction through quality assurance processes.

Deny Plan of Correction

1. Regional Medicaid Services will send a letter by certified mail—return receipt requested to the individual and their Support Broker stating the Plan of Correction has been denied and individual is being removed from the Self-Directed Community Supports Option. Letter includes the date on which removal is effective and appeal rights.
2. Regional Medicaid Services will determine presumptive eligibility on the individual. The individual is presumed eligible when there is documentation that validates developmental disability eligibility and Intermediate Care Facility for the Mentally Retarded (ICF/MR) level of care waiver eligibility. Information to verify eligibility may be obtained from old Department records, Developmental Disabilities Agency (DDA) records and the Idaho Center for Disabilities Evaluation (ICDE).
3. If the individual meets presumptive eligibility, Regional Medicaid Services will complete the following processes based on the specific needs of the individual:
 - Prior authorize community crisis supports.

- Coordinate with the individual and Circle of Support to develop a 120 day transition plan. The current Individual Service Plan (ISP) format is used for the 120 day plan. The 120 day transition plan must contain those services and supports that will allow the individual to live safely in the community.
4. Regional Medicaid Services reviews the transition plan. If modifications are required prior to approval, Regional Medicaid Services communicates with the Plan Developer about needed changes.
 5. Regional Medicaid prior authorizes services identified on the 120 day transition plan Authorization page. Services identified on the transition plan will be prior authorized back to the date the 120 day transition plan was approved once all of the following documents have been submitted to Regional Medicaid Services:
 - Individual Service Plan; and
 - ISP Signature Page; and
 - ISP Supports and Services Authorization Page; and
 - Medical Care Evaluation (MCE); and
 - Health and Well-being form.
 6. Idaho Center for Disabilities Evaluation verifies individual's DD and waiver eligibility using the traditional business model for Annual Re-determination of Program Eligibility.
 7. If individual is determined DD and waiver eligible, Idaho Center for Disabilities Evaluation sends letter to individual approving eligibility.

Option 2. Individual Doesn't Submit a Plan of Correction

1. Regional Medicaid Services sends a letter by certified mail—return receipt requested to the individual and their Support Broker stating the Plan of Correction has been denied and individual is being removed from the Self-Directed Community Supports Option. Letter includes the date on which removal is effective and appeal rights.
2. Regional Medicaid Services will complete intake and presumptive eligibility. The individual is presumed eligible when there is documentation that validates developmental disability eligibility and Intermediate Care Facility for the Mentally Retarded (ICF/MR) level of care waiver eligibility. Information to verify eligibility may be obtained from old Department records, Developmental Disabilities Agency (DDA) records and the Idaho Center for Disabilities Evaluation (ICDE).

3. If the individual meets presumptive eligibility, Regional Medicaid Services will complete the following processes based on the specific needs of the individual:
 - Prior authorize community crisis supports.
 - Coordinate with the individual and Circle of Support to develop a 120 day transition plan. The current Individual Service Plan (ISP) format is used for the 120 day plan. The 120 day transition plan must contain those services and supports that will allow the individual to live safely in the community.
4. Regional Medicaid Services reviews the transition plan. If modifications are required prior to approval, Regional Medicaid Services communicates with the Plan Developer about needed changes.
5. Regional Medicaid prior authorizes services identified on the 120 day transition plan Authorization page. Services identified on the transition plan will be prior authorized back to the date the 120 day transition plan was approved once all of the following documents have been submitted to Regional Medicaid Services:
 - Individual Service Plan; and
 - ISP Signature Page; and
 - ISP Supports and Services Authorization Page; and
 - Medical Care Evaluation (MCE); and
 - Health and Well-being form.
6. Idaho Center for Disabilities Evaluation verifies individual's DD and waiver eligibility using the traditional business model for Annual Re-determination of Program Eligibility.
7. If individual is determined DD and waiver eligible, Idaho Center for Disabilities Evaluation sends letter to individual approving eligibility.

Immediate Jeopardy to Health and/or Safety:

If the Department determines there is reason to immediately remove an individual from the Self-Directed Community Supports option, the care manager sends a letter by certified mail to the individual and their SB indicating that the individual is being removed from the Self-Directed Community Supports option and date on which removal is effective. The care manager will initiate the presumptive eligibility process. If the individual is found to be eligible for Waiver services, the care manager will initiate a 120 day presumptive eligibility transition Plan with the individual and his or her Circle of Support.

2. THE SUPPORT BROKER (YOU) WANTS TO QUIT:

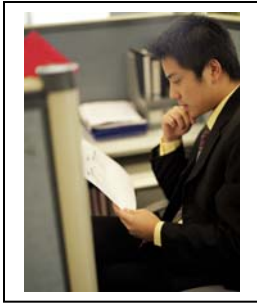
As per the IDAPA code, you have to give at least 15 days notice to your employer: “If a Support Broker decides to end services with a participant, he must give the participant at least fifteen (15) days written notice prior to terminating services.”

- **In addition:** The Support Broker must assist the participant with identifying a new support broker and provide the participant and new support broker with a written service transition plan by the date of termination. The transition plan must include an updated support and spending plan that reflects current supports being received, details about the existing community support workers, and unmet needs.

3. AN INDIVIDUAL WANTS TO ACCESS THE SELF-DIRECTION OPTION MID-PLAN YEAR:

If an individual wants to access the self-direction option prior to the usual annual re-determination date, he or she needs to contact the regional care manager and request information about the program. The care manager will send them an informational brochure. If the individual is still interested after reviewing the brochure, they need to contact the care manager again to schedule an appointment for an orientation meeting. The care manager will assist them in the application process.

CHAPTER EIGHT: EMPLOYER RESPONSIBILITIES



Your employer wants to be heard. That is why they have chosen the self-direction option. They want to make choices about what services they get, and who and how those services are provided. But, they have responsibilities. As a support broker, part of your job is to help your employer participate by communicating their wants and needs. They are not

a “silent partner.” Make sure your employer says that this poem is NOT about them!

token by Gail Bottoms

When you invited me
on this board,
You didn't say I'd
be ignored.
But you have made it
very clear,
That all you want is
my body here.
You point to me and
to others say
We have a self advocate
on our board.
You don't tell them
I'm just ignored.
I have a right
to be heard.
TOKEN
How I hate that word.

1. IDAPA Rules:

THE IDAPA RULES STATE THAT THE PARTICIPANT (EMPLOYER) IN THE SELF-DIRECTION PROGRAM AGREES TO THE FOLLOWING:

1. ACCEPTING AND HONORING THE GUIDING PRINCIPLES OF SELF-DIRECTION
2. PARTICIPATION IN
 - a. THE PERSON CENTERED PLANNING PROCESS
 - b. HIRING AND MONITORING STAFF
 - c. QUALITY ASSURANCE
3. NEGOTIATING, DEVELOPING AND IMPLEMENTING EMPLOYMENT AGREEMENTS
4. DEVELOPING A SUPPORT AND SPENDING PLAN
5. REVIEWING AND VERIFYING TIME SHEETS AND REPORTS
6. PROVIDING FEEDBACK

2. Self-Advocates:

A GROUP OF SELF-ADVOCATES ELABORATED ON THESE RESPONSIBILITIES:

- **To participate and become an employer the individual must qualify for the DD waiver.**
 - **To participate and become an employer the individual must fully understand the rights and responsibilities of Self-Direction.**
1. The employer and their circle of support will follow accepted employment practices and not discriminate against any support broker based upon race, color, religion, marital status, national origin, age, or political beliefs.
 2. The employer and their circle of support will follow accepted employment practices regarding harassment of employees including the support broker. Harassment can take many forms. It can be but is not limited to: words, signs, jokes, pranks, intimidation, and physical contact.
 3. The employer and their circle of support will follow accepted employment practices regarding sexual harassment of employees including the support broker. Sexual harassing conduct may include unwelcome sexual advances, requests for sexual favors, or any other verbal or physical contact of a sexual nature that prevents the support broker from performing their duties or creates an intimidating, hostile or offensive working environment.
 4. The employer and their circle of support will complete an employment agreement with the support broker. The agreement will include: fixed

- hourly rate, type, frequency and duration of services provided by support broker.
5. The employer and their circle of support will be actively involved in PCP (Person Centered Plan).
 6. The employer and their circle of support will assist the support broker in developing a written support and spending plan.
 7. The employer and their circle of support will verify hours worked by the support broker.
 8. The employer and their circle of support will assist support broker in any and all community support agreements written.
 9. The employer and their circle of support will retain a copy of any documentation at employer's home.
 10. The employer and their circle of support will assist the support broker in monitoring of their budget.
 11. The employer and their circle of support will participate with the Department quality assurances measures as requested.
 12. The employer will be willing to participate in any and all training in regards to being an employer on the Self-Directed option of the DD waiver.

Please refer to the Guide to a Self Directed Life for more information on your employer's responsibilities.

Appendix A

Guidelines for Allowable and Unallowable Expenses

The purchase of supports and services must meet federal medical assistance regulations including all of the following criteria:

1. Must be required to meet the identified needs and outcomes in the individual's Support and Spending plan and assures the health, safety and welfare of the individual; **and**
2. Supports and services collectively provide a feasible alternative to an institution; **and**
3. Be the least costly alternative that reasonably meets the individual's identified needs; **and**
4. Be for the sole benefit of the individual.

If all of the above criteria are met, supports and services are appropriate purchases when they are reasonably necessary to meet the following individual outcomes:

- Maintain the ability of the individual to remain in the community
- Enhance community inclusion and family involvement
- Develop or maintain personal, social, physical or work related skills
- Decrease dependency on formal support services
- Increase independence of the individual
- Increase the ability of unpaid family members and friends to receive training and education needed to provide support

Allowable Expenses

Through the Self-Direction option, individuals are able to obtain supports and services in ways that are meaningful to them and are able to customize supports to best meet identified needs. The guidelines around *Personal Needs, Personal Health, Relationships, Emotional Health, Job or Volunteer Work, Transportation, Adaptive Equipment and Supplies, and Skilled Supports* as listed below are intended to broadly describe each category.

The Department of Health and Welfare encourages an individual's ability to completely customize one's Support and Spending plan. This includes designing and purchasing supports that are unique to the individual.

Personal Needs

- A. Assistance in daily living activities such as shopping for food, meal planning and preparation, housekeeping, bathing, dressing and personal hygiene.

- B. Training, assistance or both, in handling personal finances, making purchases and meeting personal financial obligations.
- C. Home Modifications required in an individual's residence which allows the individual to remain safely in the community and/or function with greater independence. Home modifications should comply with the following requirements:
 - ❖ A minor home modification must not create a new structure; add square footage to the home; be for the purpose of remodeling; provide routine maintenance; or be for general utility or renovation (i.e. carpeting, roof repair, a carbon monoxide detector, central air conditioning, etc.).
 - Permanent modifications are limited to a principal residence owned either by the individual or the individual's non-paid family member(s) if the individual is residing with the non-paid family member(s).
 - Portable or non-stationary modifications may be made to rental units when such modifications can follow the individual to the next place of residency.
 - Minor home modifications consist of the following services including installation, maintenance and repair not covered by warranty:
 - Purchase or repair of:
 - Wheelchair ramps.
 - Protective awnings over wheelchair ramps.
 - Modifications/additions to bathroom facilities:
 - A. Wheelchair accessible showers
 - B. Sink Modifications
 - C. Bathtub modifications
 - D. Toilet modifications
 - E. Water faucet controls
 - F. Floor urinal and bidet adaptations
 - G. Plumbing modifications/additions to existing fixtures
 - H. Turnaround space modifications
 - Modifications/additions to kitchen facilities
 - A. Sink modifications
 - B. Sink cut-outs
 - C. Turnaround space modifications

- D. Water faucet controls
- E. Plumbing modifications/additions
- F. Worktable/work surface adjustments/additions
- G. Cabinet adjustments/additions
- Specialized accessibility/safety adaptations/additions (including repair and maintenance)
 - A. Door widening
 - B. Electrical wiring
 - C. Grab bars and handrails
 - D. Automatic door openers/doorbells/door scopes and adaptive wall switches
 - E. Fire safety adaptations and alarms
 - F. Medically necessary air filtering devices
 - G. Light alarms, doorbells for the hearing and visually impaired
 - H. Floor leveling, only when the installation of a ramp is not possible
 - I. Medically necessary steam cleaning of walls, carpet, support equipment and upholstery
 - J. Widening/enlargement of garage or carport to accommodate primary transportation vehicle and to allow individual using wheelchairs to enter and exit their vehicles
 - K. Installation of sidewalk for access from non-connected garage or driveway to residence, when existing surface conditions is a safety hazard for the individual with a disability
 - L. Safety glass, safety alarms, security door locks, fire safety approved window locks and security window screens, for example, for individuals with severe behavioral problems
 - M. Security fencing for residence for those individuals with cognitive impairment whose safety would be compromised if they wandered
 - N. Protective padding and corner guards for walls for individuals with impaired vision and mobility
 - O. Recessed lighting with mesh covering and metal dome light covers to compensate for violent aggressive behavior, for example, for individuals with autism or mental illness
 - P. Noise abatement renovations to provide increased sound proofing, for example, for individuals with autism or mental illness
 - Q. Door replacement for accessibility only
 - R. Motion sensory lighting
 - S. Intercom systems for individuals with impaired mobility
 - T. Lever door handles

NOTE: Installation of central air conditioning and heating is excluded. Repair of central air conditioning and heating units will be considered only if it is more cost-effective than options available under adaptive aids.

Personal Health

- Drug/Alcohol rehabilitation services.
- Smoking cessation classes.
- Assistance with medications, to include filling a medi-set.
- Services intended to make the community care system more effective by helping individuals gain access to medical, social, educational and other services, regardless of how each service is funded. Care coordination links people with complex personal circumstances that place them at risk of reduced independence, to appropriate services and helps coordinate those services.
- Nursing services which consist of part-time or intermittent care provided by a licensed nurse within the scope of the Idaho Nurse Practice Act. Nursing services may only be approved for those individuals in need of services which can only be provided by an LPN (Licensed Practical Nurse) or RN (Registered Nurse).
- Fees or membership dues for health clubs or fitness centers when physical exercise or physical activity is necessary and appropriate to maintain or improve the individual's health and functioning. If authorized, the payment structure shall be based on the most cost effective option (e.g., daily rates, annual memberships, etc.) given the individual's actual and projected use of the health club or fitness center. Individuals must periodically provide verification of their use of the health club or fitness center.
- Medical Supplies which are medically necessary to meet the needs of the individual. The supplies must be related to the individual's disability or medical condition and must support the individual living in the most integrated setting possible in the community. Medical supplies include medically necessary supplies needed for:
 - Tracheotomy care
 - Decubitus care
 - Ostomy care
 - Respirator/ventilator care
 - Catheterization

Other types of medical supplies include:

- Nutritional supplements
- Feeding formulas and supplies
- Urinary incontinent supplies

Emotional Health

- Membership fees associated with attending support groups (i.e. Alcoholics Anonymous)
- Coursework and training material fees associated with participation in classes to acquire socially appropriate behaviors or reduce inappropriate behaviors (i.e. Anger Management course).

Relationship Needs

- Services that allow an individual to participate in general community activities and establish relationships with family and peers.
- Services intended to instruct the individual in daily living and community living skills in integrated settings; i.e. shopping, church attendance, sports, participation in clubs, etc.
- Behavior shaping and management services that include training, assistance or both in appropriate expressions of emotions or desires, compliance, assertiveness, acquiring socially appropriate behaviors or reduction of inappropriate behaviors.
- Development of interpersonal relationship skills of interaction, cooperation, trust and the development of self-respect, self-esteem, responsibility, confidence and assertiveness.
- Sex education services.
- Pregnancy counseling.

Job or Volunteer Work

- Individualized assessment.
- Individualized and group employment counseling.
- Individualized job development and placement that produce an appropriate job match for the individual and the employer.
- On the job training in work and related work skills required for job performance.
- Ongoing supervision and monitoring of the individual's performance.
- Ongoing support services to assure job retention.
- Training in related skills essential to obtaining and retaining employment.
- Job maintenance visits with the employer for purposes of obtaining, maintaining and/or retaining current or new employment opportunities.
- Services that assist an individual to develop and operate their own business. This assistance consists of:
 - Aiding the individual to identify potential business opportunities
 - Assistance in the development of a business plan, including potential sources of business financing and other assistance in developing and launching a business;

- Identification of the supports that are necessary in order for the individual to operate the business;
- Ongoing assistance, counseling and guidance once the business has been launched.

Payment for job or volunteer work excludes:

- Incentive payments made to an employer to encourage or subsidize an employer's desire to retain an individual as an employee.
- Payments that are passed through to the individual.
- Payments for training that is not directly related to the individual's employment.
- The trainer or supervisor doing the work for the person if the individual is not able to perform the essential functions of the job on their own.

Transportation

- Services which will allow individual to access community activities in response to needs identified through the individual's plan of care. These services are available to individuals living in their own homes or in their family home. Transportation service may be provided by different modalities, including public transportation, taxi services and non-traditional transportation providers. Transportation services must be provided by the most cost efficient mode available.
- Training or assistance aimed at accessing and using public transportation, independent travel, or movement within the community.

Adaptive Equipment and Supplies

- Specialized equipment and supplies to include devices, controls, or appliances which enable clients to increase their ability to perform activities of daily living, or to perceive, control or communicate with their environment. They also include items necessary for life support including ancillary supplies and equipment necessary to maintain such items, and durable and non-durable medical equipment and supplies. Training on the proper use of the equipment is to be included in the unit cost of the equipment, as is the normal fitting of, and maintenance of equipment, where necessary. All items will meet applicable standards of manufacture, design, and installation.
- All specialized medical equipment and supplies must be prescribed by a medical practitioner.
- Specialized medical equipment and supplies costing more than \$500 requires written documentation from an occupational, physical or speech therapist or speech pathologist that the purchase is appropriate to meet the individual's needs.

- Reimbursement for repair, modification or adaptation of specialized equipment and supplies, if determined to be cost effective.
- Adaptive aids consist of the following services, including repair and maintenance not covered by the warranty.

1. Lifts

- Wheelchair lifts
- Porch or stair lifts
- Hydraulic, manual or other electronic lifts
- Stairway lifts
- Bathtub seat lifts
- Ceiling lifts with tracks
- Transfer bench

2. Mobility aids

- Manual/electric wheelchairs and necessary accessories
- Scooters
- Mobility bases for customized chairs
- Braces, crutches, walkers, and canes
- Forearm platform attachments for walkers and motorized/electric wheelchairs
- Prescribed prosthetic devices
- Prescribed orthotic devices, orthopedic shoes, and other prescribed footwear
- Prescribed exercise equipment and therapy aids
- Portable ramps
- Batteries and chargers

3. Respiratory aids

- Ventilators/respirators
- Back-up generators

4. Positioning devices

- Standing boards, frames, and customized seating systems
- Electric or manual hospital beds, tilt frame beds, and necessary accessories
- Egg crate mattresses, sheepskin, and other medically related padding
- Trapeze bars
- Lift recliners

5. Communication aids (including repair, maintenance, and batteries)

- A. Augmentative communication devices
 - Direct selection communicators
 - Alphanumeric communicators
 - Scanning communicators
 - Encoding communicators
 - Speaker and cordless phones for individuals who cannot use conventional telephones
- B. Speech amplifiers, aids, and assistive devices
- C. Interpreters
- D. Telebraille devices
- E. Typewriters
- F. Closed captioning devices
- 6. Control switches/pneumatic switches and devices
 - Sip and puff controls
 - Adaptive switches/devices
- 7. Environmental control units
 - Locks
 - Electronic devices
 - Voice activated, light activated, oral motion activated device
 - Alarms/alarm systems
- 8. Diagnostic/Monitoring equipment such as:
 - Stethoscopes, blood pressure monitors, and thermometers for home use
 - Blood glucose monitors
- 9. Medically necessary devices such as:
 - Urinary incontinent devices
 - Transcutaneous Electrical Nerve Stimulation (TENS) units
- 10. Medically Necessary Durable Medical Equipment not covered in the state plan for the Idaho Medicaid program.

11. Temporary lease/rental of medically necessary durable medical equipment to allow for repair, purchase, replacement of essential equipment or temporary usage of the equipment.
12. Modifications/additions to primary transportation vehicles
 - A. Van lifts
 - B. Driving controls
 - Brake/accelerator hand controls
 - Dimmer relays/switches
 - Horn buttons
 - Wrist supports
 - Hand extensions
 - Left-foot gas pedals
 - Right turn levers
 - Gear shift levers
 - Steering spinners
 - C. Medically necessary air conditioning unit prescribed by a physician for individuals with respirator or cardiac problems or people who can't regulate temperature
 - D. Removal or placement of seats to accommodate a wheelchair
 - E. Installation, adjustment or placement of mirrors to overcome visual obstruction of wheelchair in vehicle
 - F. Raising the roof of the vehicle to accommodate an individual riding in a wheelchair
 - G. Installation of frames, carriers, lifts, for transporting mobility aids
13. Sensory adaptations
 - Eyeglasses and accessories beyond the Medicaid limit
 - Hearing aids supplies beyond the Medicaid limit
 - Auditory adaptations to mobility devices
 - Medically necessary heating and cooling equipment for individuals with respiratory or cardiac problems, people who cannot regulate temperature or people who have conditions affected by temperature (excluding central air conditioning and heating). An air conditioner can only be purchased for the individual's principal living area. If the principal living area already has an air conditioner unit, it would not be possible to purchase another unit to cool another part of the house.
 - Visual alert systems
 - Magnifiers
 - Enlarged electronic displays
14. Adaptive equipment for activities of daily living

- A. Assistive devices
 - Reachers
 - Stabilizing devices
 - Weighted equipment
 - Holders
 - Feeding devices including:
 - Electric self-feeders
 - Food processor and blender. Only for individuals with muscular weakness in upper body or who lack manual dexterity and are unable to use manual conventional kitchen appliances.
 - Variations of everyday utensils
 - Shaped, bent, built-up utensils
 - Long-handled equipment
 - Addition of friction covering
 - Coated feeding equipment
 - Count-a-dose medication systems
 - Walking belts and physical fitness aids
 - Specially adapted kitchen appliances
 - Toilet seat reducer rings
 - Hand-held shower sprays
 - Shower chairs
 - Electric razors
 - Electric toothbrushes
 - Water piks
 - Overbed tray tables
 - Signature stamps
 - Care and acquisition of guide dogs for visually impaired, including:
 - Veterinary bills
 - Harnesses
 - Food for guide dog
 - Safety restraints and safety devices
 - Bed rails
 - Safety padding
 - Helmets
 - Safety restraints
 - Flutter boards
 - Lifejackets
 - Elbow and knee pads
 - Visual alert systems
 - Support rails

Skilled Supports

- Developmental, corrective and other supportive services (including speech pathology and audiology, psychological services. physical and

occupational therapy, recreation, including arts and therapeutic recreation. social work services, counseling services, including rehabilitation counseling, and medical services, except that such medical services shall be for diagnosis and evaluation purposes only).

Unallowable Expenditures

Supports and services that shall not be purchased within the individual's budget are:

- Placement in a nursing home (NH) or Intermediate Care Facility for the Mentally Retarded (ICF-MR);
- State Plan services (i.e. Service Coordination and Developmental Disability Agency services);
- Waiver services delivered through the traditional service model;
- Services, goods or supports provided to or benefiting persons other than the individual;
- Any costs for service incurred by the individual such as attorney fees, bank overdraft fees, etc.
- Insurance payments;
- Room and board payments;
- Personal items not related to the individual's disability;
- Home modifications that add any square footage;
- Home modifications for a residence other than the primary residence of the individual or, the individual's non-paid family member(s) if the individual is residing with the non-paid family member(s);
- Expenses for travel, lodging or meals related to training the individual or his/her representative or paid or unpaid caregivers;
- Experimental treatments;
- Membership costs or dues, unless the service or support obtained through membership is directly related to the disability;
- Vacation expenses other than the cost of direct services;
- Vehicle maintenance, does not include maintenance to modifications related to the disability;
- Tickets and related costs to attend sporting or other recreational events;
- Animals and their related costs, except for guide dogs for the visually impaired; and
- Costs related to internet access.

Appendix B Medicaid Rate Chart: FY 2006

DD AND ISSH WAIVER SERVICES	PROCEDURE CODE & MODIFIER(S)	MEDICAID REIMBURSEMENT RATE
1. RESIDENTIAL HABILITATION – Supported Living		
A. Individual supported living services – individual or group living arrangement – 1 to 3 participants.	H2015-U8	\$12.96/Hr. 1 unit = 15 minutes; 1 unit = \$3.24 (24 hour/day <u>unavailable</u> under hourly services)
B. Group supported living services – group living arrangement- 2 or 3 participants.	H2015-U8 HQ	\$7.64. Hr. 1 unit = 15 minutes; 1 unit = \$1.91 (24 hour/day <u>unavailable</u> under hourly services)
C. Daily supported living services: a. <u>High Support:</u> Persons must meet the SIB-R Support levels of Pervasive, Extensive or Frequent b. <u>Intense Support:</u> Persons require intense one-on-one supports. Evaluation is case by case using the intense support criteria. c. <u>School Based Services High Support:</u> School days Non-School Days d. <u>School Based Services Intense Support:</u> School days Non-School Days	H2022 H2016-U8 H2016 H2022 H2016 H2016	Blended staff - \$225.32/Day 1 unit = 1 day 24 hours/day supported living service 1:1 Staff - \$268.36/Day 1 unit = 1 day – Requires PA 24 hours/day supported living service Blended staff - \$178.33/Day 1 unit = 1 day Requires PA Blended staff - \$225.32/Day 1 unit = 1 day Requires PA 1:1 Staff - \$212.46/Day 1 unit = 1 day Requires PA 1:1 Staff - \$268.36/Day 1 unit = 1 day Requires PA
2. RESIDENTIAL HABILITATION AGENCY		

AFFILIATION FOR CFH		
A. Agency affiliated with a single Certified Family Home (CFH) with 1-4 participants	0919B	\$7.96 /Day 1 unit = 1 day - per participant
B. CFH provider affiliated with a Residential Habilitation agency; the rate paid to the CFH provider for each participant living in the Certified Family Home.	S5140-U8	\$53.39/Day 1 unit = 1 day – per participant
3. CHORE SERVICES: Skilled	S5121-U8	Lowest of (3) three competitive bids. PAC 5 – manually priced
4. RESPITE CARE:	T1005-U8	\$8.48/Hr. Limited to 6 hours or 24 units per day; 1 unit = 15 minutes; 1 unit = \$2.12 per unit
	S9125-U8	\$53.39/Day – Maximum
5. SUPPORTED EMPLOYMENT: Limited to 40 hrs per week maximum in combination with Developmental and Occupational Therapy, IBI, or Adult Day Care	H2023-U8	\$21.00/Hr. 1 unit = 15 minutes; 1 unit = \$5.25 Max 160 units per week
6. NON-MEDICAL TRANSPORTATION:	A0080-U8	\$.44/mile per person provided by an agency \$.10/mile per vehicle provided by an individual Limited to 1,800 miles per ISP year
7. ENVIRONMENTAL ACCESSIBILITY ADAPTATIONS:	S5165-U8	Actual cost or lowest of (3) three competitive bids for items over \$500.00 (including labor)
8. SPECIALIZED MEDICAL EQUIPMENT: Ramps, environmental control such as switches to open door and wheelchair lifts.	E1399-U8	75% of vendor's retail price.
9. PERSONAL EMERGENCY RESPONSE SYSTEM:	S5160-U8	Installation
	S5161-U8	One time per consumer, per residence; includes first month

		of service fee. Approximately \$34.35/Month
10. HOME DELIVERED MEALS:	S5170-U8	\$5.23/meal Limited to two (2) meals per day (14 meals per week)
11. NURSING SERVICES: Nursing Oversight – assessment/evaluation, training and supervision of nursing services provided by Res Hab or other Medicaid providers. Skilled Nursing Services – services that require technical or professional licensed personnel.	T1001-U8 TD T1001 U8 TD T1001 U8 T1000-U8 T1000 U8 TE T1000 U8 TD	Nursing Oversight: \$35.59/Visit - Independent RN \$44/49/Visit - Agency RN \$35.59/Visit - RN oversight of LPN visits Skilled Nursing Services: \$24.48/Hr. - Independent RN 1 unit = 15 minutes; 1 unit = \$6.12 \$20.80/Hr. Agency LPN 1 unit = 15 minutes; 1 unit = \$5.20 \$30.60/Hr. - Agency RN 1 unit = 15 minutes: 1 unit = \$7.65
12. BEHAVIOR CONSULTATION / CRISIS MANAGEMENT:	H2019-U8-U1 H2019 –U8 H2019-U8 HM	Psychiatric Consultation Psychiatrist - \$40.08/Hr. 1 unit = 15 minutes; 1 unit = \$10.02 QMRP/Clinician - \$25.68/Hr. 1 unit = 15 minutes; 1 unit = \$6.42 Behavioral Consultation Emergency Intervention Tech - \$11.60/Hr. 1 unit = 15 minutes; 1 unit = \$2.90 Limited to 96 units per month.

13. ADULT DAY CARE: Limited to <u>30 hours per week</u> as a a single service or <u>30 hours per week</u> maximum in combination with Developmental and Occupational Therapy	S5100-U8	\$6.00/Hr.; 1 unit = 15 minutes; 1 unit = \$1.50 Max 30 hrs per wk.
STATE PLAN SERVICES	NEW PROCEDURE CODE	MEDICAID REIMBURSEMENT RATE
1. MEDICAL REPORT BASED ON EXAM WITH THE PARTICIPANT	99450	\$45.13 for each report
2. MEDICAL REPORT BASED ON PAST RECORD	99080	\$10.38 for each report (effective 7/1/04)
3. PLAN DEVELOPMENT	G9007	1 unit = 15 minutes; 1 unit = \$10.00 Limited to 12 hours per year
4. PLAN MONITORING	G9012	1 unit = 15 minutes; 1 unit = \$10.00 Limited to 8 hours per year
5. TSC ONGOING a. 1st Six Months	G9001	\$129.81/Month - 1st six months
b. After Six Months	G9002	\$108.33/Month - after 1st six months
6. DEVELOPMENTAL THERAPY – Limitations: <u>30 hours per week</u> as a single service or in combination with Occupational Therapy, Intensive Behavioral Intervention, Physical Therapy, Speech Therapy, and Psychotherapy.	H 2032 H2032 HQ 97537	\$18.12/Hr. – Center Individual; 1 unit = 15 minutes; 1 unit = \$4.53 \$7.20/Hr. – Center Group; 1 unit = 15 minutes; 1 unit = \$1.80 \$20.04/Hr. – Home/Comm. Individual; 1 unit = 15

	97537 HQ H2000	minutes; 1 unit = \$5.01 \$8.56/Hr. – Home/Comm. Group; 1 unit = 15 minutes; 1 unit = \$2.14 \$18.12/Hr. – Evaluation; 1 unit = 15 minutes; 1 unit = \$4.53
7. PHYSICAL THERAPY provided by DDA– Limitations: More than <u>25 visits</u> per calendar year requires prior authorization by central office Medicaid staff. (Counts toward the 30 hour per week limitation on DDA therapy services).	97110 97150 HQ 97001	\$56.00/Hr. - Individual; 1 unit = 15 minutes; 1 unit = \$14.00 \$14.36/Hr. - Group; 1 unit = 15 minutes; 1 unit = \$3.59 \$56.00/Hr. - Evaluation; 1 unit = 15 minutes; 1 unit = \$14.00
8. SPEECH THERAPY provided by a DDA – Limitations: <u>250 visits</u> maximum per calendar year. (Counts toward the 30 hour per week limitation on DDA therapy services). Speech and Hearing evaluation combined	92507 92508 92506	\$56.00/Hr. - Individual; 1 unit = 15 minutes; 1 unit = \$14.00 \$17.48/Hr. - Group; 1 unit = 15 minutes; 1 unit = \$4.37 \$56.00/Hr. - Evaluation; 1 unit = 15 minutes; 1 unit = \$14.00
9. OCCUPATIONAL THERAPY: Limitation: <u>30 hours a week</u> as a single service or in combination with Developmental Therapy Intensive Behavioral Intervention, physical therapy, speech therapy, and psychotherapy.	97535 97535 HQ 97003	\$56.00/Hr. - Individual; 1 unit = 15 minutes; 1 unit = \$14.00 \$14.36/Hr. - Group; 1 unit = 15 minutes; 1 unit = \$3.59 \$56.00/Hr. – Evaluation; 1 unit = 15 minutes; 1 unit =

		\$14.00
10. PSYCHOTHERAPY, in a DDA: Limitation: <u>45 hours per year</u> , alone or in combination with Supportive Counseling. (Counts toward the 30 hour per week limitation on DDA therapy services).		
1. Individual Medical Psychotherapy	H0004	\$57.40/Hr. - Individual; 1 unit = 15 minutes; 1 unit = \$14.35
2. Group Medical Psychotherapy	90853	\$15.56/Hr. - Group; 1 unit = 15 minutes; 1 unit = \$3.89
3. Family Medical Psychotherapy	90847	\$51.36/Hr. - Family; 1 unit = 15 minutes; 1 unit = \$12.84
4. Psychiatric Diagnostic Interview and Exam	90801	\$65.84/Hr. –Evaluation. 1 unit = 15 minutes; 1 unit = \$16.46
5. Psychological testing for diagnosis and evaluation	96101	
	96102	Administered by a licensed psychologist or physician. 1 unit = 1 hour 1 unit = \$59.32
	96103	Administered by a technician (See IR- MA06-10 dated 4/7/06 for complete definition). 1 unit = 1 hour \$41.70.
		Administered by a computer, with professional interpretation and report. \$25.99 per assessment report.
11. SUPPORTIVE COUNSELING in a DDA: Limitation: <u>45 hours per year</u> , alone or in combination with Psychotherapy. (Counts toward the 30 hour per week limitation on DDA therapy services).	H0004 HM	\$32.00/Hr. – 1 unit = 15 minutes; 1 unit = \$8.00.
12. PHARMACOLOGICAL MANAGEMENT – including prescription use and review of medication with no more than minimal psychotherapy.	90862	1 unit = 1 visit 1 unit \$50.26

13. SOCIAL HISTORY	T1028	\$39.76/Hr. – 1 unit = 15 minutes; 1 unit = \$9.94
14. COLLATERAL CONTACT	90887	\$39.76/Hr. - 1 unit = 15 minutes; 1 unit = \$9.94
15. MEDICAL TRANSPORTATION	S0215	\$.44/mile – agency (21 miles or more requires Medical Transportation Unit PA)
	S0215 TF	\$.10 – individual (Prior authorized if over 400 miles)
16. INTERPRETATION – DEAF OR FOREIGN LANGUAGE (Payment for foreign language and signing)	8296A	\$12.16/Hr. - 1 unit = 1 hour
17. COMMUNITY CRISIS SERVICES Limited to a maximum of (20) hours per crisis for a period of (5) consecutive days	H2011	Crisis Intervention Service; 1 unit = 15 minutes; 1 unit = \$11.35
18. MENTAL HEALTH SERVICE a. Interactive Medical Psychiatric Diagnostic interview: b. Psychological testing for diagnosis and evaluation	90801	1 unit = 15 minutes 1 unit = \$37.04 MD with U1 modifier 1 unit = \$16.46 Other per unit
	96101	Administered by a licensed psychologist or physician. 1 unit = 1 hour 1 unit = \$59.32
	96102	Administered by a technician (See IR- MA06-10 dated 4/7/06 for complete definition). 1 unit = 1 hour \$41.70.
	96103	Administered by a computer, with professional interpretation and report. \$25.99 per assessment report.

c. Individual Psychotherapy	90804 90806 90808	20-30 minutes = \$62.92 MD w/UA mod. \$38.37 other 40-50 minutes = \$94.41 MD w/UA mod. \$57.57 other 75-80 minutes = \$140.81 MD w/UA mod. \$85.86 other
d. Group Psychotherapy:	90853 90853 U4	1 unit = 15 minutes 1 unit = \$8.44 MD w/U1 Mod. 1 unit = \$3.89 other 1 unit = \$3.89 (N.F.)
e. Partial Care: Skills training and development	H2014	1 unit = 15 minutes 1 unit = \$2.44
f. Pharmacologic Management: including prescription, use, and review of medication with no more than minimal psychotherapy.	90862	1 unit = 1 visit 1 unit = \$50.26/visit
g. Individual Psychosocial Rehabilitation	H2017	1 unit = 15 minute 1 unit = \$11.35
h. Group Psychosocial Rehabilitation	H2014 HQ (modifier required)	1unit = 15 minutes 1 unit = \$2.77

Appendix C: Employment and Vendor Agreements**PARTICIPANT-SUPPORT BROKER AGREEMENT**

This agreement is hereby made between _____

_____, a Participant of the Self-Directed Community Supports (SDCS) Option, a Medicaid Option administered by the Department of Health and Welfare (Department), and

_____, a
Support Broker.

The Participant desires to engage the Support Broker for services under the SDCS Option. In exchange, the Support Broker desires to be paid for services provided to the Participant. Both parties understand and agree that payment is made through a fiscal employer agent (FEA), using Medicaid monies and based on time sheets submitted by the Support Broker and approved by the Participant.

To these mutual purposes, the parties promise and agree as follows:

1. Support Broker services are to be provided in accordance with Participant- Support Broker agreement, and the SDCS rules, IDAPA 16.03.13, "Consumer-Directed Services."

2. The Support Broker is hired to assist Participant, and assumes no responsibility for Participant's conduct.

3. The parties mutually agree that Support Broker is an employee of the Participant and not an employee of the SDCS Option or the Fiscal Employer Agent, and agree that the Support Broker is not entitled to nor will make claim for any employee benefits from the SDCS Option or the Fiscal Employer Agent, including but not limited to, worker's compensation, disability, life or health insurance.

4. The Support Broker agrees to take all actions necessary to become Participant's employee, and to maintain the employment relationship by submitting necessary documents to the FEA, including:

- Support Broker Letter of Approval by the Department;
- Completion of W-4, I-9 and other IRS required forms;

- A completed criminal history check, including clearance in accordance with IDAPA 16.05.06, "Rules Governing Mandatory Criminal History Checks";
- A copy of this agreement; and
- Time sheets approved by Participant recording hours worked.

5. The Support Broker agrees to provide all required Support Broker duties outlined in Subsection 136.02 of IDAPA 16.03.13, "Consumer-Directed Services" and, as mutually agreed upon with the participant, the optional Support Broker duties outlined in Subsection 136.03 of IDAPA 16.03.13, "Consumer-Directed Services."

6. The Support Broker's rate of pay is \$_____ per hour, not to exceed \$18.75 per hour. It is mutually understood that any overtime hours or services not described in the Participant's SDCS Support and Spending Plan or described elsewhere in this Agreement are not covered by this Agreement or paid through this Agreement.

7. Terms and conditions of work (Job Duties):

Type of service	Hours/day, wk, mon or year	Length of time
Pull from Spending Plan Worksheet		

The provisions of this agreement represent the entirety of the agreement between the parties. It may be amended only in writing with both parties consenting by their signatures. It is mutually understood that this is employment at will. Either party may terminate the relationship without cause upon two weeks notice.

This Agreement may be terminated immediately at any time by the Participant due to unsatisfactory Support Broker performance.

[\(Check with FEA re: Worker's Comp\)](#)

PARTICIPANT	Date
-------------	------

LEGAL GUARDIAN (IF APPLICABLE)	Date
--------------------------------	------

SUPPORT BROKER	Date
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- This agreement states that the Support Broker agrees that he is not entitled to worker's compensation but I thought we were going to have that as an option if the participant chooses to provide.
- This agreement contains a list of necessary documents to submit to the FEA but there is not a comparative list for a CSW. We should be consistent on these agreements and either include this list on both or neither. I recommend that we delete from this agreement since these requirements are already outlined in rule.

PARTICIPANT-COMMUNITY SUPPORT WORKER EMPLOYMENT AGREEMENT

This agreement is hereby made between _____
a Participant of the Self Directed Community Supports (SDCS) Option, a
Medicaid Option administered by the Department of Health and Welfare
(Department),

and _____
a Community Support Worker (CSW).

This CSW is associated with an Agency. ☐ Yes ☐ No.

The Participant desires to engage CSW for services under the SDCS Option. In exchange, the CSW desires to be paid for services provided to the Participant. Both parties understand and agree that payment is made through a fiscal employer agent (FEA), using Medicaid monies and based on time sheets submitted by the CSW and approved by the Participant.

To these mutual purposes, the parties promise and agree as follows:

1. CSW services are to be provided in accordance with the Participant's SDCS Support and Spending Plan, and the SDCS rules, [outlined in IDAPA 16.03.13, "Consumer-Directed Services."](#)

2. It is mutually understood that CSW is the employee of the Participant, and that the Participant directs, controls and approves the CSW's work.

3. The CSW is hired to assist the Participant and assumes no legal liability for the Participant's conduct.

4. The CSW promises that he/she meets the following minimum qualifications [to be a CSW, as outlined in Section 136 of IDAPA 16.03.13, "Consumer-Directed Services."](#)

5. The parties mutually agree that CSW is an employee of the Participant and is not an employee of the SDCS Option or the Fiscal/Employer Agent, and agree that the CSW is not entitled to nor will make claim for any employee benefits from the SDCS Option or the Fiscal Employer Agent, including but not limited to, worker's compensation, disability, life or health insurance.

6. The CSW agrees to notify the Participant immediately in the event he/she is unable to provide the agreed services due to sickness, injury or personal emergency. The CSW must obtain the Participant's written approval in advance for any preplanned absence.

7. The Participant shall train the CSW on the duties and responsibilities of the CSW and shall be responsible for approving the accuracy of CSW's time records.

8. The CSW agrees to provide services in a safe, courteous and professional manner. The CSW acknowledges that any physical, sexual or mental abuse or neglect of the Participant by the CSW will result in the immediate termination of this Agreement and a report being made according to the requirements in [Section 39-5303, Idaho Code](#).

9. The CSW agrees to report any observed physical, sexual or mental abuse, exploitation or neglect of Participant to adult protection authorities immediately.

10. The CSW understands and agrees that no payment for services will be made until both the CSW and the Participant have signed the appropriate time sheets, acknowledging their accuracy, and have submitted them to the FE/A.

11. It is mutually agreed upon that the term "Participant" in this agreement includes Participant's legal guardian or any person the Participant has authorized to be his legal representative.

12. The CSW's rate of pay is \$_____ per hour. It is mutually understood that any overtime hours or services not described in Participant's SDCS Support and Spending Plan or described elsewhere in this agreement are not covered by this Agreement or paid through this Agreement.

13. The CSW agrees to provide the following services according to the time schedule established by the Participant:

Type of service	Frequency	Duration
	Per day/wk/mon/yr	

14. The CSW *must meet* the following specific qualifications in order to provide the following services including attaching copy of certification/licensure, if applicable, as outlined in Subsections 120.05 and 150.01:

The provisions of this agreement represent the entirety of the agreement between the parties. It may be amended only in writing with both parties consenting by their signatures. It is mutually understood that this is employment at will. Either party may terminate the employment relationship without cause upon two weeks notice.

This agreement may be terminated at any time by the Participant due to unsatisfactory CSW performance.

PARTICIPANT	Date
-------------	------

LEGAL GUARDIAN (IF APPLICABLE)	Date
--------------------------------	------

CSW	Date
-----	------

☐ I am waving the Criminal History Check requirement. I have completed the attached Waiver of Liability form. I understand that even if CHC is waived the CSW cannot receive Medicaid dollars if he is on a federal or state Medicaid exclusion list.

- This agreement states that the CSW agrees that he is not entitled to worker's compensation but I thought we were going to have that as an option if the participant chooses to provide.
- Do we need to break out the types of services that will be provided if CSW is an agency? For example, direct care worker tasks/responsibilities vs. agency responsibilities and acknowledgement by the agency that they are responsible for tax-related obligations.



IDAHO DEPARTMENT OF
HEALTH & WELFARE

**Criminal History Check
Waiver of Liability - Assumption of Risk**

Participant Name: _____

Date: _____

Waiver: I am requesting the Department to not make me require a Criminal History Check for the following individual that will be providing community support services to me.

Description of Service:

Name of Individual Providing the Service:

Description of Why I Want to Waive the Criminal History Check:

Description of How I Will Make Sure I am Healthy and Safe:

Release of Liability means that I am giving up my right to sue the Department of Health and Welfare or make them pay for any costs associated with bad things that happen because of my choice. These bad outcomes could include costs that I may be responsible for including damages, liabilities, and attorney fees.

Assumption of Risk means that I understand that there are bad things could happen in my life as a result of my choice even if I try to prevent them from happening. These things could include personal injury, property loss, abuse, neglect and exploitation.

I have provided education and counseling to _____ regarding the risks of waiving a Criminal History Check for this individual.

Comments:

Signature of Community Support Worker

Date

I have read the definitions above and received counseling from my Support Broker and I understand the risks of what could happen if I decide not to make the provider of my Self-Directed services have a Criminal History Check. I agree that my decision is voluntary and that I knowingly assume all such risks.

Signature of Individual

Date

Signature of Legal Guardian (if applicable)

Date



Idaho Department of Health and Welfare
Self-Directed Community Supports Option

PURCHASE AGREEMENT

The Idaho Medicaid Option, through its fiscal employer agent,

_____, (FEA name), (FEA) hereby promises to reimburse

_____, (name of provider), (Provider) for
purchases made by or on behalf of

_____, (participant name), (Participant),
at a price agreed upon between Provider and Participant, for the items or types
of items identified below, to any maximum amounts identified below.

Provider, in exchange, agrees to the following:

1. To not charge Participant any amount in addition to the payment made by FEA for the goods or services sold under this agreement.
2. To maintain records of the transactions made under this agreement.
3. To furnish on request from federal or State Medicaid officials, information relating to purchases made under this agreement.

For FEA

For Provider

Appendix D:**Participant Satisfaction with CSW Survey:**

Participant Satisfaction with CSW: Survey

Employer Name: _____ Date: _____

Support Broker Name: _____

Community Support Worker Name: _____

Quality Assurance Review Questions	Yes	No	N/A
1. Do you help pick the people who help you?			
2. Do you know you can change your support staff if you want to?			
3. Do you tell your support staff what to help you with?			
4. Would you like to tell them the things you want help with?			
5. When you are with your support staff at home, can you eat when you want to?			
6. Can you watch TV when you want to?			
7. Can you go to bed when you want to?			
8. Did you choose the days and time the support worker provides services?			
9. Do the support staff who help you respect you?			
10. Do they say "please" and "thank you" when they ask you to do something?			
11. Do the support staff listen carefully to what you ask them to do?			
12. Does anyone take your things without asking first? If yes, what happens? Would you like to tell someone about this? (Specify) Who takes your things without asking first? (Specify)			

13. Does anyone ever do mean things to you, such as yell at you? What happens? Would you like to tell someone about this? (Specify) Who is mean to you or yells at you? (Specify)			
14. Does anyone ever hit you or hurt your body? What happens? Would you like to tell someone about this (Specify) Who hits you or hurts your body? (Specify)			
Comments:			

Employer (Participant) Signature

Support Broker Signature

APPENDIX E: RISK IDENTIFICATION TOOL

During the Person-Centered Planning (PCP) process you may use this tool to facilitate open discussion, analysis, brainstorming and planning in order to:

- 1) Identify issues which pose a risk to the individual;
- 2) Record how the issue is thought or known to be of particular risk to the individual; and
- 3) Determine whether or not the issue of risk should be included on the **My Safety Plan**.

Below is a list of the most common risk factors. This list is designed to encourage thoughtful discussion about issues of risk which may exist for a particular individual. It is, however, not all inclusive. There may be other potential risks that exist outside of what is listed. Remember, discussing and identifying risk is a critical part of person-centered planning. It is what allows a person to live safely and successfully in the community. So take your time with this process and be thorough when thinking about the individual and their needs.

- Eating
- Ambulation
- Transfers
- Toileting
- Communication
- Community Access
- Bathing
- Self-abuse
- Aggression
- Elopement
- Home maintenance
- Property Destruction
- Use of restraint
- Psychotropic medications
- Criminal behavior
- Sexual risks
- Poor or non-compliance with medical regime
- Anticonvulsant medications
- Skin breakdown
- Bowel obstruction
- Nutritional
- Diabetes
- Aspiration
- Cardio/Respiratory
- Orthopedic
- Community access
- Emergency response
- Financial exploitation
- Gastrointestinal
- Injuries
- Falls
- Victimization
- Sensory
- Seizures

What is the issue of risk?	How is this issue thought or known to be of particular risk to this person?	Should this issue be included in the My Safety Plan ? Yes/No?